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Armour Packing Company to carry its product until a certain date at the rate then existing. Before the expiration of the contract this rate was heightened, but the Burlington continued the former rate with the Armour people, in pursuance of their contract. Proceedings were instituted against the packing company alleging that this arrangement amounted to the acceptance of rebates. The United States Supreme Court, in *Armour Packing Company v. United States*, 28 Supreme Court Reporter, 428, held the contract was no defense, and that it made no difference that there may have been no fraud practiced in making it, as the statute prohibited obtaining of rebates or discriminations by any "device or means."

Action by Foreign Corporation.—The South Bay Company, a foreign corporation doing business in New York, and plaintiff, in the case of *South Bay Co. v. Howey*, 83 Northeastern Reporter, 26, brought action in that state on a contract of insurance. Defendant insurance company alleged that plaintiff had not obtained permission to do business in the state, and therefore could maintain no action therein. The New York Court of Appeals held this to be a good defense, and reversed the judgment of the lower court to the contrary.

Liability of Fraudulent Grantee for Rent.—In *First Nat. Bank of Plattsmouth v. Gibson*, 114 Northwestern Reporter, 777, the Supreme Court of Nebraska held that, when a conveyance of real estate is set aside as fraudulent at the suit of a creditor, and the land subjected to the lien of his judgment, and is insufficient to pay it, such fraudulent grantee, in a proper proceeding, may be compelled to apply on the judgment the rents and profits of land which accrued while it was in his possession under the fraudulent conveyance.

Revocation of Charter of Social Club.—In *Cosmopolitan Club v. Virginia*, 28 Supreme Court Reporter, 394, the Supreme Court of the United States held that, although the charter of a social club was a contract with the state, its revocation, because of the club's violation of liquor laws, did not conflict with any provision of the federal Constitution.

Right to Take Bar Examination.—In Rhode Island an applicant for admission to the bar, who has not received a classical education or studied at a law school, must have studied law three years in some attorney's office. The Supreme Court of that state in *Re Bosworth*, 68 Atlantic Reporter, 316, held that one who studied law for three years under an attorney was not entitled to admission, where it appeared that he was not in attendance at the attorney's office during the daytime, but was employed during the working hours of the day in a department store.